

NORTHERN, WELLINGTON, AND CANTERBURY COMPRESSED
GAS WORKERS—AWARD

[Filed in the Office of the Clerk of Awards, Wellington]

In the Court of Arbitration of New Zealand, Northern, Wellington, and Canterbury Industrial Districts—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the New Zealand Engineering, Coachbuilding, Aircraft and Related Trades Industrial Union of Workers (hereinafter called “the union”) and the under-mentioned companies (hereinafter called “the employers”):

NORTHERN INDUSTRIAL DISTRICT

Carbonic Ice Ltd., Hamer Street, Auckland.
Mason Bros. Engineering Co. Ltd., Pakenham Street, Auckland.
New Zealand Industrial Gases Ltd., Auckland.

WELLINGTON INDUSTRIAL DISTRICT

Carbonic Ice Ltd., 37 Victoria Street, Petone.
New Zealand Industrial Gases Ltd., Napier.
New Zealand Industrial Gases Ltd., Wellington.
New Zealand Industrial Gases Ltd., Hutt Park Road, Lower Hutt.

CANTERBURY INDUSTRIAL DISTRICT

Carbonic Ice Ltd., 261 Moorhouse Avenue, Christchurch.
New Zealand Industrial Gases Ltd., Christchurch.

THE COURT of Arbitration of New Zealand (hereinafter called “the Court”), having taken into consideration the terms of settlement arrived at in the above-mentioned dispute and forwarded directly to the Court pursuant to the provisions of section 130 of the Industrial Conciliation and Arbitration Act 1954, doth hereby order and award:

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the Schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the Schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as hereinafter provided and shall continue in force until the 30th day of June 1964 and thereafter as provided by section 152 of the Industrial Conciliation and Arbitration Act 1954.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 17th day of May 1962.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Industry to Which Award Applies

1. This award shall apply to workers employed in the manufacture, compression, and distribution of oxygen, nitrous oxide, hydrogen and nitrogen and/or acetylene gases and/or carbonic acid gases.

Hours of Work

2. (a) Except as otherwise provided, the ordinary hours of work shall not exceed eight per day to be worked between 7.30 a.m. and 5 p.m. on five days of the week, Monday to Friday inclusive.

The times of starting and of ceasing work shall be mutually arranged in each establishment with a break of not more than one hour for lunch. No worker shall be required to work more than four and a half hours without a meal interval of at least three-quarters of an hour, provided that this interval may be reduced to half an hour by mutual agreement.

By mutual agreement one worker in each establishment may commence work at 7 a.m. for the purpose of preparing the plant for operation without payment of overtime, provided that not more than eight hours in any one day may be worked without payment of overtime.

The ordinary hours of shift-workers shall not exceed five consecutive eight hour shifts to be worked between the hours of midnight Sunday-Monday and 7.15 a.m. Saturday.

(b) On compressed-gas plants the employer shall be entitled to work one, two, or three shifts per days. A shift shall consist of eight consecutive hours including 20 minutes for a meal interval and the rest periods prescribed by subclause (f) of clause 9. Shifts shall be mutually arranged between the employer and the workmen, and shall rotate if more than one shift is worked.

Notwithstanding the provisions contained herein, it shall be competent for Carbonic Ice Co. Ltd. to negotiate with the workers to be affected and the workers' union for a variation of the provisions that shifts shall rotate.

(c) A worker required to work less than four consecutive shifts outside the hours prescribed in subclause (a) of this clause shall be paid at overtime rates, except that by mutual agreement between the employer and the union, three shifts may be substituted for four shifts. Where such shifts are worked on four, or three if agreed to as in the preceding sentence, or more consecutive days, the following allowances shall be payable:

(i) Where two shifts are worked during a day 4s. extra to each worker on the afternoon shift or on the night shift.

(ii) Where three consecutive rotating shifts are worked during the day 3s. 6d. extra per shift to each worker for every shift worked.

(d) In any emergency requiring a shift-worker to commence a shift before having had an eight hour break he shall be paid ordinary rates extra for the time by which the eight hour break is reduced.

Classification and Rates of Pay

3. (a) "Tradesman" means an adult workman who has served his apprenticeship to one of the engineering trades or who applies trade experience and is wholly or partially employed in the work defined in clause 1 hereof and who, if required, may perform the work defined under "tradesman" in the current engineers' award.

"Chargeman" means an adult semi-skilled worker who is employed in charge of a compressed-gas-manufacturing plant and who is responsible for the running of this plant, subject only to the supervision of the management.

"Compressor hand" means an adult semi-skilled worker who is employed in handling compressed-gas cylinders during and after the process of charging, and/or is employed in receiving and delivering full and empty cylinders at the factory and/or is employed in inspecting, testing, or burning out cylinders, and in charging and cleaning acetylene generators.

(b) The minimum rate of wages payable to the undermentioned classes of workers shall be as follows:

	Per Hour
	s. d.
Tradesman with trade certificate in fitting, turning, and machining and who is engaged upon work to which this qualification relates	7 3½
Tradesman	7 1½
Fluxmaker	6 10
Chargeman	6 3¼
Column attendant	6 3
Compressor hand	6 1½

Leading Hands—Where a worker other than a "chargeman" as defined above has been specially directed by his employer to take charge of any job and has under his control not less than four workers, such worker shall be paid 3s. per day extra above the minimum rate, provided that the job shall extend for one day or more.

Overtime

4. (a) All time worked in excess or outside of the hours mentioned in clause 2 hereof shall be paid for at the rate of time and a half for the first three hours and thereafter at double time rates.

(b) In the case of shift-workers all work performed in excess of eight hours in any one shift shall be paid for at the rate of time and a half for the first three hours and double time thereafter: Provided that overtime rates shall not be payable where the overtime arises from arrangements made between the employees themselves.

(c) All work after noon on Saturdays, and, except in the case of shift-workers working their regular shift, all work between the hours of 10 p.m. and 6 a.m. shall be paid for at double time rates.

(d) Any worker who has finished his work for the day and without previous notification of being required to work overtime is called back after reaching his home shall be paid the minimum of two hours' pay at the appropriate overtime rate.

(e) Any worker having worked all day and night shall not be required to continue working without his consent. If he does continue working he shall be paid double time rate for all time worked on the second day until an eight hour break is allowed. Where by virtue of the compulsory eight hour break he loses ordinary time on the second day such time shall be paid for at ordinary rates.

Dirty Work

5. (a) At Napier men employed making heratol purifier, so long as present conditions of manufacture exist, shall be paid time and a half while engaged at this work.

(b) Men employed in contact with caustic soda (except for small quantities used for test purposes), calcimate, heratol, and sludge shall be supplied with gloves, protective clothing, personal goggles, and personal boots.

(c) Workers when employed re-charging plant with caustic soda and operations connected therewith, handling sludge or calcium chloride, handling calcium carbide drums in a carbide store or generator house, cleaning or painting or repairing gasometers, or handling heratol shall receive 2s. 4d. per day or part of a day in addition to their ordinary wages.

(d) Workers when employed in the breaking down of ammonium nitrate powder for the manufacture of nitrous oxide shall receive 2s. 4d. per day or part of a day in addition to their ordinary wages.

(e) Fluxmakers when mixing "Unity" flux shall be paid 2s. 4d. extra per day or part thereof.

Holidays

6. (a) Workers shall be allowed the following holidays without deduction of pay: Christmas Day, Boxing Day, New Year's Day, 2 January, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, and Anniversary Day or, where it is not observed, another day in lieu thereof to be mutually agreed upon.

(b) Workers who are required to work on any of the days mentioned in the preceding subclause shall be paid for such work at double time rates.

(c) The provisions of the Public Holidays Act 1955, which deal with holidays which fall on Saturdays or Sundays, shall apply to workers employed under this award.

(d) No payment shall be made in addition to the ordinary week's wages on account of any holiday which falls on a non-working day, except for work actually performed on that day.

Annual Holidays

7. (a) All workers covered by this award shall be allowed annual holidays in terms of the Annual Holidays Act 1944, and its amendments, except that shift-workers regularly employed on rotating shifts shall be allowed three weeks' annual holiday.

(b) All employees going on holiday shall receive their holiday pay in advance up to the end of the current holiday period.

Employment of Youths

8. (a) Youths may be employed in the proportion of one youth to every four or fraction of the first four adults permanently employed, provided that youths under 20 years of age shall not be employed in the manufacture or compressing of gas, excepting that youths 18 and over may be so employed whilst undergoing supervised training.

(b) Wages—The following shall be the minimum weekly rates of wages payable to youths:

	Per Week		
	£	s.	d.
Under 18 years of age	5	2	6
18 to 19 years of age	6	12	6
19 to 20 years of age	8	2	6
20 to 21 years of age	9	15	0

Thereafter adult wages according to the class of work he is called upon to perform.

General Conditions

9. (a) *Payment of Wages*—Except where mutually arranged, all wages shall be paid not later than Thursday of each week during working hours. It shall be the employee's responsibility to claim on his daily time record for all hours worked and any special allowances due, but this responsibility shall not excuse any employer from any payments due under this award.

(b) The employer shall supply at each works sufficient and efficient tools and equipment, first-aid outfits, and personal respirators, to be kept in a convenient and accessible place.

(c) Where necessary, a dining-room and suitable heating appliances shall be provided at the works for the employees to heat their food, dry their clothing, and also washing facilities with running hot water.

(d) At all works each shift shall be continuous for eight hours, inclusive of a 20 minute meal interval, and during such periods workers shall remain in attendance on the plant.

(e) *Heat Money*—Any worker required to work in a place where the heat exceeds 110 degrees Fahrenheit shall be paid, in addition to the rate of wages to which he is entitled for the time the work is performed, a special heat rate computed at the ordinary time rate for the time he is so employed. No worker shall be required to work in a place where the temperature is above 130 degrees.

(f) A rest period of 10 minutes morning and afternoon shall be allowed to each worker under this award, provided, however, that the said periods shall be arranged in such manner that there shall be no cessation in the productive operations of the plant.

(g) Workers employed on oxy-acetylene, coal-gas, or electric welding, except on spot- or butt-welding machines, for less than four hours a day shall be paid 1s. 9d. per day extra; for more than four hours a day 2s. 6d. extra per day.

For welding work done on a job preheated for at least four hours a worker shall be paid an extra rate equal to one-fourth of his ordinary rate in addition to his ordinary or overtime rate as the case may be, in lieu of the welding allowance.

(h) On request, workers shall be supplied with two suits of overalls per annum.

(i) Workers, when handling glass wool in connection with major overhauls of producing plant, shall be paid 6d. per hour extra while so engaged, with a minimum of three hours.

Travelling Allowance

10. (a) Workers shall be at the place where the work is to be performed at the time appointed for commencing work. Where the place where the work is to be performed is more than $1\frac{1}{2}$ miles from the place of engagement, all fares shall be paid by the employer, and the time reasonably spent in travelling to and from work shall be allowed by the employer at the ordinary rates of pay.

(b) Employees who are required by the employer to use their own bicycles in the service of the employer shall be paid not less than at the rate of 2s. 6d. per week for a push-cycle and 10s. a week for a motor-cycle.

(c) Any worker required to commence work after the cessation of public wheeled traffic or before the ordinary time of starting such traffic, and any worker who may work continuously until after the cessation of public wheeled traffic and cease work before the ordinary time for starting such traffic, shall be paid for time occupied in travelling to or from his home, computed on three miles per hour, at ordinary rates of pay. If a conveyance is provided for the worker by his employer he shall not be entitled to payment for travelling time. For the purpose of this award "public wheeled traffic" shall mean trams, buses, trains, or ferries ordinarily used by the worker travelling to or from his work.

Provided that in the case of a worker who normally starts or finishes work when public wheeled traffic is not available, the amount to be paid to the worker to cover travelling time may be agreed upon between the employer and the union.

Meal-money

11. (a) The employer shall allow meal-money at the rate of 5s. per meal when workers are called upon to work overtime after 6 p.m. on Sunday, Monday, Tuesday, Wednesday, Thursday, or Friday, or after 1 p.m. on Saturday, unless such workers can reasonably get home for a meal and return to their work in one hour, in which case the meal allowance need not be paid. Shift-workers required to work in excess of one hour overtime shall be paid meal-money.

(b) Where a worker is required to obtain a meal on Saturday, Sunday, or a holiday, the employer shall refund any surcharge incurred.

(c) Shift-workers working overtime on a Saturday or Sunday shall be paid the meal allowance if required to work continuously for more than four and a half hours on either of these days.

(d) When working continuous overtime, either a suitable meal shall be provided, or meal-money paid every four and a half hours that overtime continues, provided workers are required to continue working after the meal interval; and provided, further, that the period of four and a half hours may be varied by agreement. In such cases reasonable meal intervals shall be paid for.

Termination of Employment

12. (a) Except in the case of casual workers, not less than one week's notice shall be given on either side of the intention to terminate the employment of any worker, but this shall not prevent an employer from dismissing a worker summarily for misconduct, and such worker shall be paid only the wages due to the time of his dismissal.

(b) On the termination of his employment every worker, provided he shall have delivered to the employer all property in his possession belonging to the employer, shall be paid during banking hours the sum due to him for wages and holiday pay.

Matters Not Provided For

13. Should any dispute or difference arise in connection with any matter not provided for in this award it shall be settled between the employer and two local branch representatives of the union. Any such settlement shall be binding only on the parties to the particular dispute. In default of any agreement being arrived at, such dispute shall be referred to a national disputes committee, consisting of three representatives of the employers and three representatives of the union for their decision. If such committee is unable to decide the matter it may refer the matter to the Court of Arbitration, or either party may appeal to the Court of Arbitration from the decision of such committee upon giving to the other party 14 days' notice in writing of intention so to appeal.

Unqualified Preference

14. (a) Any adult person engaged or employed in any position or employment subject to this award by any employer bound by this award, shall if he is not already a member of a union of workers bound by this award, become a member of such union within 14 days after his engagement, or after this award comes into force, as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this award so long as he continues in any position or employment subject to this award.

(c) Every worker obliged under subclause (a) hereof to become a member of a union who fails to become a member, as required by that subclause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with subclause (b) hereof commits a breach of this award.

(d) Every employer bound by this award commits a breach of this award if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purposes of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this award.

(NOTE—Attention is drawn to section 174H of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.)

Right of Entry Upon Premises

15. Every employer bound by this award shall permit the secretary or other authorised paid representative of the union of workers to enter at all reasonable times upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business: Provided that any person other than the secretary of the union, although an authorised officer of the union, shall first obtain permission to enter the premises.

Application of Award

16. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every industrial union, industrial association, or employer who, not being an original party hereto, is, when this award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial districts to which this award relates.

Scope of Award

17. This award shall operate throughout the Northern, Wellington, and Canterbury Industrial Districts.

Term of Award

18. This award, in so far as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the first day of the working week in each establishment commencing on or after the 1st day of May 1962, and so far as all other provisions of the award are concerned, it shall come into force on the day of the date hereof; and this award shall continue in force until the 30th day of June 1964.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 17th day of May 1962.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award, which incorporates the terms of settlement arrived at by the parties, includes a clause designed to operate as an unqualified preference provision within the meaning of section 174 of the Industrial Conciliation and Arbitration Act 1954 (as amended by the Industrial Conciliation and Arbitration Amendment Act 1961). Section 174B directs that the Court in making any award shall insert therein an unqualified preference provision only if it is satisfied under the first alternative that such a provision has been agreed upon by all the assessors in the course of an inquiry into an industrial dispute by a Council of Conciliation. For the purposes of section 174B the Court is satisfied to accept the complete settlement arrived at by the parties and executed by or on behalf of all the assessors as proof that the unqualified preference provision has been agreed to by all the assessors, and clause 14 has therefore been incorporated in the award in the form in which it was agreed upon in the Council of Conciliation.

A. TYNDALL, Judge.
